

## SETTLEMENT AGREEMENT

This Settlement Agreement (hereafter the “Agreement”) is entered into by and between the following Parties: *Joseph Brummett, Justin Toland, William Wynn, James Ransom, Albert Barnes* and *Robert Casey* (PLAINTIFFS), and *Girls Galore, Inc., Nicholas Stergion and George Nazarian* (DEFENDANTS) (collectively the “Parties”):

WHEREAS, *Joseph Brummett, Justin Toland, William Wynn, James Ransom*, and DEFENDANTS are parties to a civil action pending in the United States District Court for the Northern District of Georgia, Atlanta Division, styled *Brummett, et al, v. Girls Galore, Inc., et al*, Civil Action No. 1:14-cv-04033-AT (hereinafter referred to as the “Brummett Litigation”), which action arises out of or relates to the employment of or work performed by *Joseph Brummett, Justin Toland, William Wynn, James Ransom*;

WHEREAS, *Albert Barnes* and DEFENDANTS are parties to a civil action pending in the United States District Court for the Northern District of Georgia, Atlanta Division, styled *Barnes v. Girls Galore, Inc., et al*, Civil Action No. 1:14-cv-03946-SCJ (hereinafter referred to as the “Barnes Litigation”), which action arises out of or relates to the employment of or work performed by *Albert Barnes*;

WHEREAS, *Robert Casey* and DEFENDANTS are parties to a civil action pending in the United States District Court for the Northern District of Georgia, Atlanta Division, styled *Casey v. Girls Galore, Inc. et al*, Civil Action No. 1:16-cv-04590-SCJ (hereinafter referred to as the “Casey Litigation”), which action arises out of or relates to the employment of or work performed by *Robert Casey*;

WHEREAS, pursuant to each Litigation described above (“the Litigations”), PLAINTIFFS claim that the DEFENDANTS intentionally and willfully failed to pay them the required compensation under the Fair Labor Standards Act (“FLSA”) and DEFENDANTS deny these allegations;

WHEREAS, PLAINTIFFS and DEFENDANTS desire to enter into an agreement resolving and settling all claims, allegations and causes of action asserted or which could have been asserted by PLAINTIFFS in the Litigation that arise out of or relate to compensation for any work performed by PLAINTIFFS for

1 **DEFENDANTS;**

2  
3 WHEREAS, **PLAINTIFFS** warrant and represent that they have not assigned  
4 any of the claims against **DEFENDANTS** that are released in this Agreement to any  
5 other person or entity and that no attorneys other than Charles R. Bridgers and Kevin  
6 D. Fitzpatrick, Jr. of DeLong Caldwell Bridgers Fitzpatrick and Benjamin, LLC have  
7 a claim for attorneys' fees and/or costs arising from **PLAINTIFFS'** claims released  
8 in this Agreement; and  
9

10 WHEREAS, this Agreement constitutes a good faith settlement of all of  
11 **PLAINTIFFS'** disputed claims and allegations that were asserted or could have  
12 been asserted by **PLAINTIFFS** in the Litigations arising out of or relating to  
13 compensation for any work performed by **PLAINTIFFS** for **DEFENDANT**, and  
14 shall not be deemed in any manner an admission, finding, or indication, for any  
15 purposes whatsoever, that the **DEFENDANT**, or any of its officers, employees,  
16 and/or other agents acted contrary to law or violated the rights of **PLAINTIFFS** or  
17 any other person at any time.  
18

19 **NOW, THEREFORE**, in consideration of the mutual covenants and  
20 promises set forth herein, and for other good and valuable consideration, the receipt  
21 and sufficiency of which are hereby acknowledged, the Parties hereto agree as  
22 follows:  
23

24 1. **Consideration.** In consideration of this Agreement and other good and  
25 sufficient consideration, including **PLAINTIFFS'** agreement to dismiss with  
26 prejudice the Litigations, ***Girls Galore, Inc.***, ("the Company") agrees to pay a total  
27 Settlement Payment of Two Hundred Thirty-Five Thousand Dollars and No Cents  
28 (\$235,000.00), allocated as follows:  
29

- 30 a. The sum of Twenty-Three Thousand Eight Hundred Ninety-Seven  
31 Dollars and 39/100 cents (\$23,897.39) to ***Albert Barnes;***  
32  
33 b. The sum of Seven Thousand One Hundred Forty-Two Dollars and 21  
34 cents (\$7,142.21) to ***Robert Casey;***  
35  
36 c. The sum of Nineteen Thousand Fifty Dollars and 40/100 cents  
37 (\$19,050.40) to ***Joseph Brummett;***

- d. The sum of Fourteen Thousand Two Hundred Eighty-Four Dollars and 43 cents (\$14,284.43) to ***Justin Toland***;
- e. The sum of Thirty-Four Thousand Seven Hundred Twenty-Five Dollars and 47 cents (\$34,725.47) to ***William Wynn***;
- f. The sum of Thirty-Five Thousand Nine Hundred Dollars and 9 cents (\$35,900.09) to ***James Ransom***; and
- g. The sum of One Hundred Thousand Dollars and no cents (\$100,000.00) to ***Kevin D. Fitzpatrick, Jr.*** (PLAINTIFFS' counsel) for attorneys' fees and costs.

2. **Installment Payments.** Payment shall be made in equal installments delivered to PLAINTIFFS' counsel on the first day of each month beginning May 1, 2017 and continuing through August 1, 2020, as follows:

- a. A check made out to ***Albert Barnes*** in the amount of Two Hundred Ninety-Eight Dollars and 71 cents (\$298.71) less withholding for payroll taxes, for which Girls Galore, Inc., shall issue ***Albert Barnes*** an IRS Form W2;
- b. A check made out to ***Albert Barnes*** in the amount of Two Hundred Ninety-Eight Dollars and 72 cents (\$298.72) without withholding for payroll taxes, for which Girls Galore, Inc., shall issue ***Albert Barnes*** an IRS Form 1099 designating such payment as Box 3 non-wage income;
- c. A check made out to ***Robert Casey*** in the amount of Eighty-Nine Dollars and 28 cents (\$89.28) less withholding for payroll taxes, for which Girls Galore, Inc., shall issue ***Robert Casey*** an IRS Form W2;
- d. A check made out to ***Robert Casey*** in the amount of Eighty-Nine Dollars and 28 cents (\$89.28) without withholding for payroll taxes, for which Girls Galore, Inc., shall issue ***Robert Casey*** an IRS Form 1099 designating such payment as Box 3 non-wage income;

- 1  
2 e. A check made out to **Joseph Brummett** in the amount of Two Hundred  
3 Thirty-Eight Dollars and 10 cents (\$238.10) less withholding for  
4 payroll taxes, for which Girls Galore, Inc., shall issue **Joseph**  
5 **Brummett** an IRS Form W2;  
6  
7 f. A check made out to **Joseph Brummett** in the amount of Two Hundred  
8 Thirty-Eight Dollars and 10 cents (\$238.10) without withholding for  
9 payroll taxes, for which Girls Galore, Inc., shall issue **Joseph**  
10 **Brummett** an IRS Form 1099 designating such payment as Box 3 non-  
11 wage income;  
12  
13 g. A check made out to **Justin Toland** in the amount of One Hundred  
14 Seventy-Eight Dollars and 55 cents (\$178.55) less withholding for  
15 payroll taxes, for which Girls Galore, Inc., shall issue **Justin Toland** an  
16 IRS Form W2;  
17  
18 h. A check made out to **Justin Toland** in the amount of One Hundred  
19 Seventy-Eight Dollars and 56 cents (\$178.56) without withholding for  
20 payroll taxes, for which Girls Galore, Inc., shall issue **Justin Toland** an  
21 IRS Form 1099 designating such payment as Box 3 non-wage income;  
22  
23 i. A check made out to **William Wynn** in the amount of Four Hundred  
24 Thirty-Four Dollars and 7 cents (\$434.07) less withholding for payroll  
25 taxes, for which Girls Galore, Inc., shall issue **William Wynn** an IRS  
26 Form W2;  
27  
28 j. A check made out to **William Wynn** in the amount of Four Hundred  
29 Thirty-Four Dollars and 7 cents (\$434.07) without withholding for  
30 payroll taxes, for which Girls Galore, Inc., shall issue **William Wynn** an  
31 IRS Form 1099 designating such payment as Box 3 non-wage income;  
32  
33 k. A check made out to **James Ransom** in the amount of Four Hundred  
34 Forty-Eight Dollars and 75 cents (\$448.75) less withholding for payroll  
35 taxes, for which Girls Galore, Inc., shall issue **James Ransom** an IRS  
36 Form 1099 designating such payment as Box 3 non-wage income;  
37



1 l. A check made out to **James Ransom** in the amount of Four Hundred  
 2 Forty-Eight Dollars and 75 cents (\$448.75) without withholding for  
 3 payroll taxes, for which Girls Galore, Inc., shall issue **James Ransom**  
 4 an IRS Form 1099 designating such payment as Box 3 non-wage  
 5 income;

6  
 7 m. A check made out to **Kevin D. Fitzpatrick, Jr.** in the amount of <sup>(C&S)</sup>Two-  
 8 Thousand Five Hundred and no cents (\$2,500.00) for which Girls  
 9 Galore, Inc., shall issue **Kevin D. Fitzpatrick, Jr.** an IRS Form 1099  
 10 designating such payment as Box 14 attorneys' fees.

11  
 12 3. **Lease Extension Contingency.** No installment payments shall be due  
 13 or payable, after October 1, 2019 if the Company ceases to operate because it was  
 14 unable to enter into a commercially reasonable lease for the premises at 2284  
 15 Cheshire Bridge Road, Atlanta, Georgia, provided that each of the following  
 16 conditions is met:

17  
 18 a. **Nicholas Stergion** and **George Nazarian** will not transfer control of **Girls**  
 19 **Galore, Inc.** to any person, persons, entity or entities until such time as  
 20 the entire Settlement Amount has been paid or such person, persons,  
 21 entity or entities formally assumes the obligations of this Agreement as a  
 22 condition of the transaction or series of transactions creating the transfer  
 23 of control in a document expressly approved by Plaintiff's counsel. For  
 24 purposes of this provision, "Control" over Girls Galore, Inc., will exist if  
 25 a person, persons, entity or entities whether directly or indirectly through  
 26 the control of other entities:

- 27 i. Has the power or right to manage or direct the management of  
 28 the operation of the business located at 2284 Cheshire Bridge  
 29 Road, Atlanta, Georgia, or  
 30 ii. Has the power or right to designate or provide all or  
 31 substantially all the Company's officers, or  
 32 iii. Has the power or right to appoint or elect or prevent the  
 33 appointment or election of a majority of the Company's Board  
 34 of Directors, or other governing body have substantially the  
 35 powers of a Board of Director, or  
 36 iv. Owns securities that constitute and/or are exchangeable into,  
 37 exercisable for or convertible into more than 49 percent of the  
 38 Company's Equity Interests.

- b. **DEFENDANTS** consent to **PLAINTIFFS'** filing of a UCC1 lien for the Settlement Amount designating such as FLSA damages.
- c. **DEFENDANTS** will promptly provide **PLAINTIFFS'** counsel with copies of all communications it receives from its Landlord related to lease extension or termination.
- d. If any of these conditions are not met, *Nicholas Stergion* and *George Nazarian* shall assume personal liability for all sums due under this agreement.

4. **Remedies in the Event of Breach.** In the event of a breach of any of the terms of the Agreement by **PLAINTIFFS**, or **DEFENDANTS**, the prevailing party shall be entitled to all remedies or damages at law, and in addition thereto, shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred in enforcing any rights hereunder. In the event of a breach by **Girls Galore Inc.**, (or by Stergion and Nazarian pursuant to Paragraph 3 d above) that is not cured after ten (30) notice to its counsel, the entire outstanding principal balance shall immediately become due and payable from **Girls Galore, Inc.**, (or by **DEFENDANTS** jointly and severally pursuant to Paragraph 3 d above.) Interest shall accrue on the outstanding balance at the statutory rate.

5. **Taxes.** Each **PLAINTIFF** agrees to pay all taxes, if any, which may be deemed owing on the payments under this section, except for **DEFENDANT'S** portion of FICA and other employer portion tax contributions associated with the payment designated as unpaid wages. Each **PLAINTIFF** further agrees that she will indemnify and hold **DEFENDANT** and its related and affiliated entities harmless from and against any taxes, penalties and/or interest that might arise from any challenge by the Internal Revenue Service or similar state agency to her tax treatment of any amounts paid to her, except for any challenge associated with **DEFENDANT'S** responsibility for the employer portion of FICA and other employer portion tax contributions associated with the payment designated as unpaid wages.

6. **Warranty.** **PLAINTIFFS** represent and warrant that Charles R. Bridgers and Kevin D. Fitzpatrick, Jr. and the firm of DeLong Caldwell Bridgers & Fitzpatrick, LLC are and have been the sole attorneys for them with respect to the Litigation and all claims set forth therein; that no other attorney or law firm has any claim for legal fees, costs, and/or expenses relating to the Litigation; and that all legal fees, costs, and/or expenses for which **DEFENDANT** could be liable in

1 connection with the Litigation are discharged.

2  
3 6. **Release & Waiver of All Claims.** PLAINTIFFS, for themselves, their  
4 attorneys, agents, assigns, heirs, executors, administrators and successors, hereby  
5 fully, finally and forever release and discharge DEFENDANT and all of its present  
6 or former attorneys, officers, officials, employees, assigns, principals and/or agents  
7 from any and all claims, demands, actions, causes of action, suits, damages, losses,  
8 costs, expenses and attorneys' fees of any kind and every character whatsoever,  
9 whether known or unknown, which she has or may have against them growing out  
10 of or arising from or pertaining to any claim for violations of the Fair Labor  
11 Standards Act.

12  
13 7. **Court Approval.** All Parties agree that, upon execution of this  
14 Agreement, they shall file joint motions for approval of the settlement to the United  
15 States District Judges before whom the Litigations are pending for the purposes of  
16 obtaining court approval in accordance with the Fair Labor Standards Act, 29 U.S.C.  
17 § 201 et seq. All Parties agree that they will set the joint motion for hearings as soon  
18 as possible, if necessary. If all of the District Court Judges assigned to the Litigations  
19 do not approve this Agreement, it shall be void ab initio.

20  
21 8. **Dismissal of Action.** Upon payment of all sums due under this  
22 Agreement the Parties, through counsel of record, agree to fully execute and file the  
23 Stipulations of Dismissal with Prejudice attached hereto as Exhibit 1-3, with the  
24 court within five (5) business days.

25  
26 9. **Execution.** This Agreement shall become effective upon its approval  
27 by the court. The Parties may execute this Agreement in counterparts, and execution  
28 in counterparts shall have the same force and effect as if the Parties had signed the  
29 same instrument. Execution delivered by facsimile or electronic mail to the Parties'  
30 counsel of record shall be deemed effective as if executed in original.

31  
32 10. **Entire Release.** Each PLAINTIFF affirms that the only consideration  
33 for her decision to execute and her execution of the Agreement are the terms stated  
34 herein and that there are no other promises or arrangements of any kind which have  
35 caused her to execute the Agreement; that he has been advised to and has consulted  
36 with her attorneys regarding the terms, conditions and the final and binding effect of  
37 this Agreement; and he understands the meaning of the Agreement and its final and

1 binding effect.

2  
3 11. **Severability.** Each provision of this Agreement shall be considered  
4 separable, distinct and severable from the other and remaining provisions, and any  
5 breach, invalidity or unenforceability of any provision shall not impair the operation,  
6 validity or enforceability of those provisions that are valid and, to the extent allowed  
7 by law, such invalid or otherwise unenforceable provision may be modified by a  
8 court of competent jurisdiction so as to render it enforceable. Notwithstanding the  
9 foregoing sentence, if Paragraphs 1. 2. or 3. are found to be invalid by a court of  
10 competent jurisdiction, the entire Agreement is invalid.

11  
12 12. **Amendments.** Any modification or change to this Agreement must be  
13 made in writing and signed by all Parties.

14  
15 13. **Construction.** The language contained in this Agreement shall be  
16 deemed to be approved jointly by the Parties, and no rule of strict construction shall  
17 be applied against any Party hereto. No provision of this Agreement is inferred or  
18 shall be interpreted or applied so as to preclude any Party to this Agreement from  
19 complying with any federal, state, or local law, rule, or regulation.

20  
21 14. **Governing Law.** This Agreement is executed in the State of Georgia  
22 and all terms of this Agreement shall be governed and construed pursuant to the laws  
23 of the State of Georgia.

24  
25 15. **\_\_\_ Notice:** Any notice of DEFENDANTS' breach or default as  
26 provided in Paragraph 4 shall be in writing, signed by PLAINTIFFS' counsel and  
27 delivered personally or sent by statutory overnight delivery or by registered or  
28 certified United States mail, postage prepaid, return receipt requested, to  
29 DEFENDANTS' counsel at the addresses set forth below, or at such other addresses  
30 within the continental United States of America as may have theretofore been  
31 designated in writing. In the event that any DEFENDANTS' counsel provides  
32 written notice of the termination of the attorney-client relationship with any  
33 DEFENDANT, notice of DEFENDANTS' breach or default as provided in  
34 Paragraph 4 shall be delivered or sent in the manner provided in this Paragraph to  
35 each DEFENDANT at the addresses set forth below or at such other addresses or to  
36 successor counsel at such addresses within the continental United States of America  
37 as may have theretofore been designated in writing. The date of personal delivery or  
38 the date of mailing, as the case may be, shall be the date of such notice. For the



1 purposes of this Agreement:

2  
3 The address of Girls Galore, Inc.'s counsel is:

4 Michael A. Dominy, Esq.

5 The Dominy Law Firm, LLC

6 881 Ponce de Leon Ave. NE

7 Suite 3

8 Atlanta, Georgia 30306

9  
10 The address of George Nazerian's counsel is:

11 Michael A. Dominy, Esq.

12 The Dominy Law Firm, LLC

13 881 Ponce de Leon Ave. NE

14 16. Suite 3

15 Atlanta, Georgia 30306

16  
17 The address of Nicholas A. Stergion's counsel is:

18 William P. Miles, Jr., Esq.

19 Gregory, Doyle, Calhoun & Rogers, LLC

20 49 Atlanta Street

21 Marietta, GA 30060

22  
23 The address of Girls Galore, Inc. is:

24 2284-C Cheshire Bridge Road

25 Atlanta, Georgia 30324

26  
27 The address of George Nazerian is:

28 3350 George Busbee Parkway

29 Apt. 1208

30 Kennesaw, GA 30144

31  
32 The address of Nicholas A. Stergion is:

33 3520 Waters Cove Way

34 Alpharetta, GA 30202

35  
36 Each Party further warrants and represents as follows: **I HAVE CAREFULLY**  
37 **READ AND FULLY UNDERSTAND THE PROVISIONS OF THIS**  
38 **AGREEMENT INCLUDING PLAINTIFFS' WAIVER OF CLAIMS**

1 AGAINST GIRLS GALORE, INC., AND THE RELEASEES. I HAVE  
2 ENTERED INTO THIS AGREEMENT KNOWINGLY AND VOLUNTARILY  
3 AS AN ACT OF MY OWN FREE WILL AND HAVE NOT RELIED UPON  
4 ANY OTHER REPRESENTATION OR STATEMENT, WRITTEN OR  
5 ORAL. I HAVE HAD AN OPPORTUNITY TO CONSULT WITH AN  
6 ATTORNEY AND, IF NECESSARY, WITH OTHER PERSONAL ADVISORS  
7 OF MY CHOOSING, PRIOR TO EXECUTING THIS AGREEMENT AND  
8 WAIVING ANY AND ALL CLAIMS, AND I HAVE HAD SUFFICIENT TIME  
9 AND OPPORTUNITY TO DO SO.

10  
11 IN WITNESS WHEREOF, the undersigned have executed this  
12 Settlement Agreement and Release consisting of eight (8) pages effective April \_\_\_\_  
13 \_\_\_\_, 2017.

14  
15 ACCEPTED AND AGREED BY ALBERT BARNES

16 By: \_\_\_\_\_  
17 Albert Barnes

18  
19 Date: April, \_\_\_\_, 2017  
20

21 ACCEPTED AND AGREED BY ROBERT CASEY

22 By: \_\_\_\_\_  
23 Robert Casey

24  
25 Date: <sup>May</sup> April, 10, 2017  
26

27 ACCEPTED AND AGREED BY JOSEPH BRUMMETT

28 By: \_\_\_\_\_  
29 Keith Brummett

30 <sup>Joseph</sup> Date: <sup>May</sup> April, 24, 2017  
31  
32


1 AGAINST GIRLS GALORE, INC., AND THE RELEASEES. I HAVE  
2 ENTERED INTO THIS AGREEMENT KNOWINGLY AND VOLUNTARILY  
3 AS AN ACT OF MY OWN FREE WILL AND HAVE NOT RELIED UPON  
4 ANY OTHER REPRESENTATION OR STATEMENT, WRITTEN OR  
5 ORAL. I HAVE HAD AN OPPORTUNITY TO CONSULT WITH AN  
6 ATTORNEY AND, IF NECESSARY, WITH OTHER PERSONAL ADVISORS  
7 OF MY CHOOSING, PRIOR TO EXECUTING THIS AGREEMENT AND  
8 WAIVING ANY AND ALL CLAIMS, AND I HAVE HAD SUFFICIENT TIME  
9 AND OPPORTUNITY TO DO SO.

10  
11 **IN WITNESS WHEREOF**, the undersigned have executed this  
12 Settlement Agreement and Release consisting of eight (8) pages effective May \_\_\_\_  
13 1st, 2017.

14  
15 **ACCEPTED AND AGREED BY ALBERT BARNES**

16 By: 

17 Albert Barnes

18  
19 Date: May 1st, 2017  5/1/17

20  
21 **ACCEPTED AND AGREED BY ROBERT CASEY**

22 By: \_\_\_\_\_

23 Robert Casey

24  
25 Date: May \_\_\_\_, 2017  
26  
27

28 **ACCEPTED AND AGREED BY JOSEPH BRUMMETT**

29 By: \_\_\_\_\_

30 Keith Brummett

31  
32 Date: May \_\_\_\_, 2017  
33  
34

1 **ACCEPTED AND AGREED BY JUSTIN TOLAND**

2 By: \_\_\_\_\_  
3 Justin Toland

4  
5 Date: April, \_\_\_\_\_, 2017

6  
7 **ACCEPTED AND AGREED BY WILLIAM WYNN**

8 By:  \_\_\_\_\_  
9 William Wynn

10  
11 Date: April, \_\_\_\_\_, 2017

12 5/1/2017

13 **ACCEPTED AND AGREED BY JAMES RANSOM**

14 By: \_\_\_\_\_  
15 James Ransom

16  
17 Date: April, \_\_\_\_\_, 2017

18  
19 **ACCEPTED AND AGREED BY NICHOLAS STERGION**

20 By: \_\_\_\_\_  
21 Nicholas Stergion

22  
23 Date: April, \_\_\_\_\_, 2017

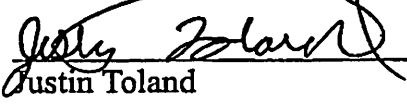
24  
25 **ACCEPTED AND AGREED BY GEORGE NAZARIAN**

26 By:  \_\_\_\_\_  
27 George Nazarian

28  
29 Date: April, 4/28, 2017

30  
31 **ACCEPTED AND AGREED BY GIRLS GALORE, INC.**

1 **ACCEPTED AND AGREED BY JUSTIN TOLAND**

2 By:   
3 Justin Toland

4  
5 Date: May 03, 2017  
6  
7

8 **ACCEPTED AND AGREED BY WILLIAM WYNN**

9 By: \_\_\_\_\_  
10 William Wynn  
11

12 Date: May \_\_\_\_, 2017  
13  
14

15 **ACCEPTED AND AGREED BY JAMES RANSOM**

16 By: \_\_\_\_\_  
17 James Ransom  
18

19 Date: May \_\_\_\_, 2017  
20

21 **ACCEPTED AND AGREED BY NICHOLAS STERGION**

22 By: \_\_\_\_\_  
23 James Ransom  
24

25 Date: May, , 2017  
26

27 **ACCEPTED AND AGREED BY GEORGE NAZARIAN**

28 By: \_\_\_\_\_  
29 James Ransom  
30

31 Date: May \_\_\_\_, 2017  
32  
33



1 **ACCEPTED AND AGREED BY JUSTIN TOLAND**

2 By: \_\_\_\_\_  
3 Justin Toland

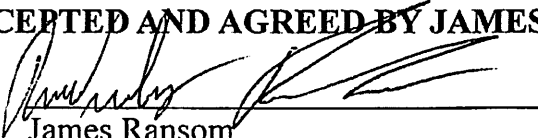
4  
5 Date: May\_\_\_\_, 2017  
6  
7

8 **ACCEPTED AND AGREED BY WILLIAM WYNN**

9 By: \_\_\_\_\_  
10 William Wynn  
11

12 Date: May\_\_\_\_, 2017  
13  
14

15 **ACCEPTED AND AGREED BY JAMES RANSOM**

16 By:  \_\_\_\_\_  
17 James Ransom  
18

19 Date: May 01, 2017  
20

21 **ACCEPTED AND AGREED BY NICHOLAS STERGION**

22 By: \_\_\_\_\_  
23 James Ransom  
24

25 Date: May, , 2017  
26

27 **ACCEPTED AND AGREED BY GEORGE NAZARIAN**

28 By: \_\_\_\_\_  
29 James Ransom  
30

31 Date: May\_\_\_\_, 2017  
32  
33

1 **ACCEPTED AND AGREED BY JUSTIN TOLAND**

2 By: \_\_\_\_\_  
3 Justin Toland

4  
5 Date: April, \_\_\_\_\_, 2017  
6

7 **ACCEPTED AND AGREED BY WILLIAM WYNN**

8 By: \_\_\_\_\_  
9 William Wynn

10  
11 Date: April, \_\_\_\_\_, 2017  
12

5/1/2017

13 **ACCEPTED AND AGREED BY JAMES RANSOM**

14 By: \_\_\_\_\_  
15 James Ransom

16  
17 Date: April, \_\_\_\_\_, 2017  
18

19 **ACCEPTED AND AGREED BY NICHOLAS STERGION**

20 By: \_\_\_\_\_  
21 Nicholas Stergion

22  
23 Date: ~~April~~, \_\_\_\_\_, 2017  
24

August

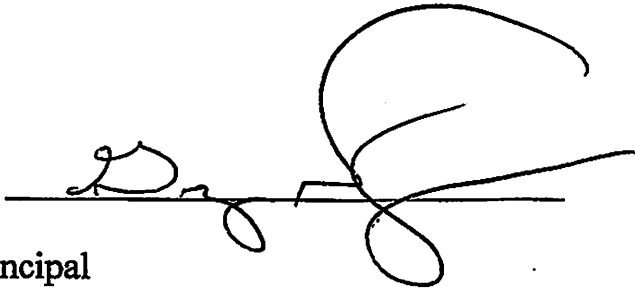
25 **ACCEPTED AND AGREED BY GEORGE NAZARIAN**

26 By: \_\_\_\_\_  
27 George Nazerian

28  
29 Date: April, 4/28/, 2017  
30

31 **ACCEPTED AND AGREED BY GIRLS GALORE, INC.**

1  
2 By:

A handwritten signature in black ink, consisting of a large, stylized 'S' or 'R' shape with a horizontal line extending to the right, crossing over itself.

3  
4 Its Principal

5 Date: April, 4/28, 2017  
6

7 **EXHIBIT 1**

**EXHIBIT 2**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

**ALBERT BARNES,**

**Plaintiff,**

**vs.**

**GIRLS GALORE, INC., et al,**

**Defendants.**

Civil Action No. 1:14-CV-03946-SCJ

**STIPULATION OF DISMISSAL WITH PREJUDICE**

Pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, the Parties, by and through their undersigned counsel of record, hereby stipulate and agree to the dismissal with prejudice of the above-captioned action. Except as otherwise agreed between the parties, each party shall bear its own attorneys' fees and costs.

Respectfully submitted,

**DELONG CALDWELL BRIDGERS  
FITZPATRICK & BENJAMIN, LLC**

s/ Kevin D. Fitzpatrick, Jr.  
Kevin D. Fitzpatrick, Jr.  
Georgia Bar No. 262375  
s/ Charles R. Bridgers  
Charles R. Bridgers  
Georgia Bar No. 080791

**GREGORY, DOYLE, CALHOUN &  
ROGERS, LLC**

s/ William P. Miles, Jr.  
William P. Miles, Jr.  
Georgia Bar No. 505828  
49 Atlanta Street  
Marietta, GA 30060  
770.422.1776 office



3100 Centennial Tower  
101 Marietta Street  
Atlanta, GA 30303  
(404) 979-3150  
(404) 979-3170 (facsimile)  
[kevin.fitzpatrick@dcbflegal.com](mailto:kevin.fitzpatrick@dcbflegal.com)  
[charlesbridgers@dcbflegal.com](mailto:charlesbridgers@dcbflegal.com)

COUNSEL FOR PLAINTIFF

770.426.6155 facsimile  
[wmiles@gregorydoylefirm.com](mailto:wmiles@gregorydoylefirm.com)

COUNSEL FOR NICHOLAS STERGION

**MICHAEL A. DOMINY**

*s/ Michael A. Dominy*  
Michael A. Dominy  
Georgia Bar No. 225335  
881 Ponce de Leon Ave.  
Suite 3  
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COUNSEL FOR GEORGE NAZARIAN  
AND GIRLS GALORE, INC.

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

**ALBERT BARNES,**

**Plaintiff,**

**vs.**

Civil Action No. 1:14-CV-03946-SCJ

**GIRLS GALORE, INC., et al,**

**Defendants.**

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**CERTIFICATE OF SERVICE**

I hereby certify that on \_\_\_\_\_, 20\_\_, I electronically filed a true and correct copy of the parties' **STIPULATION OF DISMISSAL WITH PREJUDICE** with the Clerk of Court using the CM/EMF system which will automatically send email notification of such filing, constituting service, to the following attorneys of record:

William P. Miles, Jr.  
Michael Dominey

**DELONG CALDWELL BRIDGERS  
& FITZPATRICK, LLC**

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